

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

DEANNA BRITT and CLAY BRITT,
Plaintiffs

v.

LIBERTY INSURANCE CORPORATION,
Defendant

§
§
§
§
§
§
§

Case No.: 1:17-cv-00483-SS

Plaintiffs' Second Amended Complaint

TO THE HONORABLE COURT:

Deanna Britt and Clay Britt, Plaintiffs, respectfully file this second amended complaint, complaining of Liberty Insurance Corporation ("Liberty Insurance") and would show:

1. This Court has jurisdiction of this case pursuant to 28 U.S.C., Sections 1332, 1441(b) and 1446 based on diversity jurisdiction and the removal of this case to this Court by Liberty Insurance Corporation.

2. The Britts' claim arises from the wrongful denial of a homeowners insurance fire claim. The Britts assert claims for breach of contract and violations of the Texas Insurance Code.

3. Plaintiffs are individuals residing in Bastrop County, Texas. Defendant, Liberty Insurance Corporation is foreign insurance company licensed in the state of Illinois and is doing business in Texas and has been served and has made an appearance herein.

4. All conditions precedent to recovery have been met or have occurred.

5. Plaintiffs own the house at 104 Wood Duck Lane, Paige, Texas. They insured it with Liberty Insurance. On or about July 22, 2016, the house was damaged by fire. Plaintiffs submitted the claim in a timely fashion and it was denied by letter dated December 9, 2016.

6. Defendant's actions amount to a breach of contract between Plaintiffs and Liberty Insurance. The Britts applied for and were accepted for insurance coverage by Defendant. They paid the required premiums, entering into a binding contract for insurance with Liberty Insurance. Liberty Insurance breached the contract by denying Plaintiffs' claim for insurance coverage. Plaintiffs are entitled to recover their actual damages, court costs and reasonable and necessary attorney's fees pursuant to Texas Civil Practice & Remedies Code, Section 38.001, et seq.

7. Defendant's actions also amount to a violation of Texas Insurance Code, Sections 542.051-061. As such, Plaintiffs are entitled to 18% per annum in addition to the amount of their claim, plus attorneys' fees.

8. Plaintiffs have requested that this case be decided by a jury as allowed by Tex. R. Civ. P. 216. The appropriate jury fee has been paid.

9. Plaintiffs prays that upon final trial of this case they have judgment against Defendant for actual damages, reasonable and necessary attorney's fees, pre-judgment and post-judgment interest, and such other relief to which Plaintiffs may show themselves justly entitled.

Respectfully submitted,



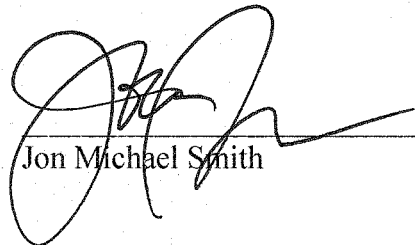
JON MICHAEL SMITH
State Bar No. 18630750
3305 Northland Drive
Suite 500
Austin, Texas 78731
512/371-1006
512/476-6685 fax
Email: Jon@jonmichaelsmith.com

CERTIFICATE OF SERVICE

I, Jon Michael Smith, do hereby certify that a true and correct copy of the foregoing document was delivered to all attorneys of record as listed below on August 24, 2017.

David L. Plaut
J. Todd Key
Hanna & Plaut, L.L.P.
211 East Seventh Street, Suite 600
Austin, Texas 78701

Via Fax: 512-472-0205



Jon Michael Smith